

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Habersham Atlantic, LLC, Respondent,

v.

Firststar Homes, Inc., Appellant.

Appellate Case No. 2011-190670

Appeal From Richland County
Alison Renee Lee, Circuit Court Judge

Unpublished Opinion No. 2012-UP-459
Submitted July 2, 2012 – Filed July 25, 2012

AFFIRMED

Kenneth C. Hanson and Walter M. Riggs, of Hanson
Law Firm, PA, of Columbia, for Appellant.

Ian D. McVey, of Callison Tighe & Robinson, LLC, of
Columbia, for Respondent.

PER CURIAM: Firststar Homes, Inc. (Firststar) appeals the circuit court's award of damages to Habersham Atlantic, LLC, (Habersham) arguing the circuit court erred in finding a provision in Firststar's promissory note to Habersham to be a payment

schedule rather than a condition subsequent. We affirm¹ pursuant to Rule 220(b), SCACR, and the following authorities: *Holcim (US), Inc. v AMDG, Inc.*, 265 Ga.App. 818, 820, 596 S.E.2d 197, 200 (2004) ("[T]he cardinal rule of contract construction is to ascertain the intent of the parties." (quotation marks omitted)); *Brooke v Phillips Petroleum Co*, 113 Ga.App. 742, 744, 149 S.E.2d 511, 513-14 (1966) (stating that in determining intent, "that construction will be favored which gives meaning and effect to all of the terms of the contract over that which nullifies and renders meaningless a part of the language therein contained." (internal quotation marks omitted)); *Jones v Destiny Indus., Inc.*, 226 Ga.App. 6, 6, 485 S.E.2d 225, 226 (1997) ("A contract should be construed by examining the agreement in its entirety and not merely isolated clauses and provisions thereof.").

AFFIRMED.

WILLIAMS, THOMAS, and LOCKEMY, JJ., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.